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Attorneys For Plaintiff
SUMMIT ENTERTAINMENT, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SUMMIT ENTERTAINMENT, LLC,
a Delaware limited liability company,

Plaintiff,

vs.

ZAZZLE.COM., INC., a California
corporation,

Defendant.

No. CV09-07691 GW (JCx)

**PLAINTIFF'S REPLY TO
AMENDED COUNTERCLAIMS**

Complaint filed: October 22, 2009

(DEMAND FOR JURY TRIAL)

PLAINTIFF'S REPLY TO AMENDED COUNTERCLAIMS

Plaintiff and Counter-Defendant Summit Entertainment, LLC ("Summit"),
by its undersigned counsel Manatt, Phelps & Phillips, LLP, hereby replies to the
Amended Counterclaims of Defendant and Counterclaimant Zazzle.com, Inc.
("Zazzle"), filed on April 19, 2010 as part of Zazzle's Answer to First Amended
Complaint and Amended Related Counterclaims (Dkt. No. 35), as follows:

1 1. Summit denies knowledge and information sufficient to form a belief
2 as to the allegations of paragraph 1, except admits that Zazzle operates zazzle.com,
3 that Zazzle is an on-demand retail platform, that zazzle.com manufactures and sells
4 products requested by users and, in certain instances, users can offer their products
5 for sale to others.

6 2. Summit denies the allegations of paragraph 2, except admits that
7 Summit sent letters to Zazzle dated November 10, 2008 and August 13, 2009, and
8 demanded that Zazzle cease infringing Summit's copyrights and trademarks related
9 to the *Twilight* series of motion pictures.

10 3. Summit denies knowledge and information sufficient to form a belief
11 as to the allegations of paragraph 3.

12 4. Summit denies knowledge and information sufficient to form a belief
13 as to the allegations of paragraph 4.

14 5. Summit denies the allegations of paragraph 5.

15 6. Summit admits the allegations of paragraph 6.

16 7. Summit states that paragraph 7 contains only legal conclusions to
17 which no response is required.

18 8. Summit denies the allegations of paragraph 8, except admits that
19 Zazzle seeks the relief so stated.

20 9. Summit states that paragraph 9 contains only legal conclusions to
21 which no response is required, but admits this Court has subject matter jurisdiction
22 over this action.

23 10. Summit states that paragraph 10 contains only legal conclusions to
24 which no response is required, but admits that venue is proper in this district.

25 11. Summit admits the allegations of paragraph 11.

26 12. Summit admits the allegations of paragraph 12.

27 13. Summit re-alleges and incorporates by reference each and every
28 response contained in paragraphs 1-12, as though fully set forth herein.

14. Summit admits the allegations of paragraph 14.

15. Summit denies the allegations of paragraph 15, except admits that Zazzle has, in its Answer to Complaint and Related Counterclaims, denied copyright infringement.

16. Summit states that paragraph 16 contains only legal conclusions to which no response is required.

17. Summit denies the allegations of paragraph 17, except admits that Zazzle seeks the relief so stated.

18. Summit re-alleges and incorporates by reference each and every response contained in paragraphs 1-17, as though fully set forth herein.

19. Summit admits the allegations of paragraph 19.

20. Summit denies the allegations of paragraph 20, except admits that Zazzle has, in its Answer to Complaint and Related Counterclaims, denied trademark infringement.

21. Summit states that paragraph 21 contains only legal conclusions to which no response is required.

22. Summit denies the allegations of paragraph 22, except admits that Zazzle seeks the relief so stated.

PRAYER FOR RELIEF

WHEREFORE, Summit prays that this Court enter judgment against Zazzle as follows:

1. Dismissing Zazzle's amended counterclaims.

2. Declaring that Zazzle has violated 15 U.S.C. § 1125(a) and the common law, has infringed Summit's trademark rights, has infringed Summit's copyright under 17 U.S.C. § 501, has violated 15 U.S.C. § 1125(c)(1) and Cal. Bus. & Prof. Code § 14330, and has violated Cal. Bus. & Prof. Code § 17200 and the common law by engaging in unlawful, unfair, and fraudulent business practices.

1 3. Ordering such other relief requested in Summit's Complaint, including
2 any amendments thereto filed after this Reply.

3 4. Ordering such other relief as the Court deems just and proper.

4 Respectfully submitted,

5 MANATT, PHELPS & PHILLIPS, LLP
6 Jill M. Pietrini
7 Kimo S. Peluso

8 Dated: May 7, 2010

9 By: /s/ Kimo S. Peluso

10 Kimo S. Peluso
11 Attorneys for Plaintiff
12 SUMMIT ENTERTAINMENT, LLC

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